

DEPARTMENT OF  
ADMINISTRATION  
ITRMC  
650 WEST STATE  
STREET  
ROOM 100  
BOISE, ID 83720-  
0042



DEPARTMENT OF  
ADMINISTRATION

THIS  
NUMBER  
MUST  
APPEAR  
ON ALL  
DOCUMENTS

Contract Purchase Order  
Contract Renewal - 01

Contract  
Purchase  
Order  
CPO01413  
- 01

DELIVER DEPARTMENT OF  
TO: ADMINISTRATION  
ITRMC  
650 WEST STATE  
STREET  
ROOM 100  
BOISE, ID 83720-  
0042

Date: **Thu Oct 21, 2004**

F.O.B: **Destination**

Terms:

VENDOR: IDAHO INFORMATION  
CONSORTIUM  
999 MAIN ST STE 910  
BOISE, ID 83702  
Attn: Primary Customer  
Contact  
Vendor Nbr: 34996  
Emailed To:  
scott@accessidaho.org  
Phone: 877-443-3468  
Fax: 208-332-0106  
Account Number:  
P00000029186

Contract  
From Date **Tue Dec 07, 2004**

Contract  
To Date: **Wed Dec 06, 2006**

RFQ#: [RFQ02755](#)  
DOC#: **PREQ5293**

Buyer: [MARK LITTLE](#) 208 327  
7359

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Electronic Business and Internet Portal Services ( 915-51 ) ( nt )	2 YEAR	1.00	2.00

	Instr: <b>This is a budget neutral contract.</b>	
	<b>Sub-Total:</b>	<b>2.00</b>
	<b>Total:</b>	<b>2.00</b>
<b>General Comments:</b>	<p><b>CONTRACT FOR ACCESS IDAHO SERVICES</b>  <b>CONTRACT CPO 1413 RENEWAL</b></p> <p><b>ELECTRONIC BUSINESS and INTERNET PORTAL SERVICES RENEWAL</b></p> <p>This contract renewal and the provisions hereof are hereby made part of that certain State of Idaho contract number CPO01413-01 for ELECTRONIC BUSINESS and INTERNET PORTAL SERVICES for the IDAHO DEPARTMENT OF ADMINISTRATION ITRMC AND OTHER PUBLIC AGENCIES dated DECEMBER 7, 1999 between IDAHO INFORMATION CONSORTIUM INC. as "Contractor" and the State of Idaho as "State."</p> <p>Contractor and State hereby agree as follows:</p> <p>All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this renewal is DECEMBER 7, 2004.</p> <p>This contract is renewed for TWO (2) YEARS commencing DECEMBER 7, 2004, and expiring DECEMBER 6, 2006. The same terms and conditions prevail for the contract renewal period.</p> <p>SIGNED AND DATED ACCEPTANCE LETTER FROM IDAHO INFORMATION CONSORTIUM INC. ON FILE AT THE DIVISION OF PURCHASING</p>	
<b>Instructions:</b>		
<b>Freight / Handling Included in Price</b>		
		By: <b>MARK LITTLE</b>

**Statewide Contract for Internet Portal Services with Idaho Information Consortium (Access Idaho), CPO 1413**

Amendment 1, issued 10/9/02, renewed contract for 2 years, to expire on 12/6/04, and renumbered contract as CPO 1413.

Contract for electronic business and internet portal services for the Department of Administration and other public agencies. This contract to be drawn on as requested by the requisitioning agencies, for a period of 3 years commencing December 7, 1999 and ending December 6, 2002, with an option to renew for 2 additional 2-year periods.

Contract Number: CPO 1413 (formerly CPO 422)  
Contract Name: Internet Portal Services  
Original Effective Dates: 12/7/99 to 12/6/2002  
  
Delivery Zone: All  
Contract Type: Mandatory  
Public Agency Clause: Yes  
Contract Administration: Mark Little, Div. of Purchasing, 208-327-7359, [mlittle@adm.state.id.us](mailto:mlittle@adm.state.id.us)  
Bill Farnsworth, ITRMC project team, 208-332-1878 (fax 208-334-2307)

Contractor Name: Idaho Information Consortium, Inc  
Contact: Scott Somerhalder  
Address: 425 W. Capitol Blvd.  
Little Rock, AR 72201  
Phone: 208-853-1381

Access Idaho  
999 W. Main St. Ste. 910  
Boise, ID 83702  
Phone: 208-332-0102

Invoices must be sent to the Idaho ordering agency.

This contract consists of the following and constitutes acceptance. Resolution of any inconsistency shall be in the following order of precedence:

1. This document.
2. The State of Idaho's Request for Proposal
3. Contractor's signed Proposal.
4. Any Service Level Agreement entered pursuant to this contract.
5. Any Purchase Order issued pursuant to this contract.

The following modifications are made to the State of Idaho Standard Terms and Conditions that accompanied and were incorporated into the State of Idaho's Electronic Business and Internet Portal Services Request for Proposal:

1. Termination is changed to read: TERMINATION: The State may terminate the Agreement (and/or any order issued pursuant to the Agreement) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days, after receipt of such notice. If the Agreement is terminated for default or non-compliance, the Contractor will be responsible for any direct costs and/or damages incurred by the State for placement of a new contract. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary. For purposes of this Contract, the phrase "a default or event of non-compliance" warranting termination under this section" shall include but not be limited to:

- (1) Any material breach or evasion by IIC of the terms or conditions of this Contract and its amendments, if any; or
- (2) Substantial cessation of Portal services by the portal; or
- (3) Fraud, misappropriation, embezzlement, malfeasance, significant malfeasance, illegal conduct by IIC, its officers, or directors; or
- (4) Dissolution of IIC or forfeiture of its company existence; or
- (5) Amendment of the State's enabling authority making the Portal substantially impractical; or
- (6) An adverse judicial decision by a court of competent jurisdiction which has the effect of rendering Portal operations no longer feasible; or
- (7) Insolvency of IIC; or
- (8) Material breach of an SLA by IIC; or
- (9) Willful disclosure of any confidential information by IIC; or
- (10) Legislation materially alters the ability of IIC to operate the Portal; or
- (11) Failure of IIC to provide an annual Irrevocable Letter of Credit in the amount of \$500,000.00, naming the State of Idaho as the Beneficiary, within 30 days of the contract anniversary date.

The following modifications are made to the Specifications that accompanied The State of Idaho's Electronic Business and Internet Portal Services Request for Proposal:

NEW ITEM: Idaho Information Consortium may terminate this Contract if the key Premium service applications do not generate sufficient revenue to support the basic core functions required to operate the Portal due to the limitations required of IIC in the operations of the Portal by the State.

Item 3.10(e), Insurance and Performance Bond Requirement, is Modified to accept an Irrevocable Letter of Credit in the amount of \$500,000.00 in lieu of a Performance Bond of the same amount.

Item 3.10(d) is modified to reflect that the amount of Comprehensive Crime coverage for employee dishonesty, forgery, theft, wire transfer fraud, computer fraud or theft is \$400,000.00 during the first year and \$200,000.00 for all subsequent years, including renewals.

Item 5.17, Protection of Network Operations in Transition (ME), Is changed to read: "Upon termination or expiration of the Contract, Access Idaho must remain operational during any transition period. Upon termination or expiration, all records applicable to a state agency, including working papers and operational documentation, must be delivered immediately to the Department of Administration and will become the property of the State, if not already such, as indicated in Section 3.13 (Intellectual Property). Proposals must describe the process that would be used to facilitate a smooth transition. The State will provide no less than six months notification as to its renew/rebid intentions."

**NOTE: Contact Idaho Information Consortium Inc. for additional information regarding use by public agencies. The bid and contract documentation is voluminous and will not be posted.**